

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
ENTERTAINMENT MEDIA TRUST,)	MB Docket No. 19-156
DENNIS J. WATKINS, TRUSTEE)	
)	
Applications to Renew License:)	
)	
KFTK(AM) (formerly WQQX(AM)), East St.)	Facility ID No. 72815
Louis, Illinois)	File No: BR-20120709ACP
)	
WQQW(AM), Highland, Illinois)	Facility ID No. 90598
)	File No. BR-20120709AC0
)	
KZQZ(AM), St. Louis, Missouri)	Facility ID No. 72391
)	File No. BR-20120921AAW
)	
KQQZ(AM), DeSoto, Missouri)	Facility ID No. 5281
)	File No. BR-20120921ABA
)	
Application for Consent to Assignment of)	
Licenses:)	
)	
KFTK(AM) (formerly WQQX(AM)), East St.)	Facility ID No. 72815
Louis, Illinois)	File No: BAL-20160919ADH
)	
WQQW(AM), Highland, Illinois)	Facility ID No. 90598
)	File No. BAL-20160919ADI
)	
KZQZ(AM), St. Louis, Missouri)	Facility ID No. 72391
)	File No. BAL-20160919ADJ
)	
KQQZ(AM), DeSoto, Missouri)	Facility ID No. 5281
)	File No. BAL-0160919ADK
)	
Application for Permit to Construct New Station:)	
)	
W275CS, Highland, Illinois)	Facility ID No. 200438
)	File Nos. BNPFT-
)	20170726AEF and BNPFT-
)	20180314AAO
)	

RESPONSE TO REQUEST FOR ADMISSIONS

Entertainment Media Trust, Dennis J. Watkins, Trustee (“EMT”), by and through

counsel, responds and objects to the Enforcement Bureau's Request for Admission of Facts to Entertainment Media Trust, Dennis J. Watkins, Trustee ("Request") filed in the captioned matter on July 16, 2019. Undefined terms herein shall have the meanings ascribed to them in the Request.

EMT responds to the Request based solely upon the information and evidence as is presently available and known to it upon information and belief. Further discovery, investigation, and research may produce additional facts. EMT reserves the right to amend any and all responses herein as additional facts are ascertained and analysis of those facts is undertaken. This Response is made in a good faith effort to supply as much information to the Bureau as possible to expedite this proceeding and to obtain renewal and approval of EMT's various licenses and applications subject to this proceeding.

I. General Objections

1. EMT objects to any and all requests for admission that assume facts not admitted to by EMT or not otherwise in the record.
2. EMT objects to any and all requests for admission that rely on terms that are not defined by the Request.
3. EMT objects to the definitions of "communication" and "communicated" as overbroad and unduly burdensome because the definition necessarily includes any and all contact that Romanik, Watkins, Sanders, and Stephen Romanik had. These individuals were related and/or are long-standing friends who routinely socialized together and, of course, were all engaged in activities related to the Stations. Thus, it is reasonable and expected that any or all of these individuals would have engaged in "communications" related to the Stations. As such, the Bureau's requests for admissions about communications

between these individuals are objectionably vague and ambiguous.

4. EMT objects to the Requests to the extent that they seek information unrelated to the subject matter of the Hearing Designation Order (“HDO”) or otherwise irrelevant to the designated issues in this proceeding.
5. EMT objects to the Requests to the extent that they seek legal conclusions.

II. EMT’s Responses to Requests for Admission

- 1. EMT is the current licensee of KFTK(AM) (formerly WQQX(AM)), WQQW(AM), KZQZ(AM), and KQQZ(AM).**

Response No. 1:

Subject to and without waiving the foregoing objections, EMT admits it is the current licensee of KFTK(AM) (formerly WQQX(AM)), WQQW(AM), KZQZ(AM), and KQQZ(AM) (collectively, the “Stations”).

- 2. EMT is organized as a trust under Illinois Law.**

Response No. 2:

Subject to and without waiving the foregoing objections, EMT admits it is organized as a trust under Illinois Law.

- 3. EMT was formed as a trust in 2006 at the direction of Romanik.**

Response No. 3:

Subject to and without waiving the foregoing objections, EMT admits in part and denies in part Request 3. As grantor, Romanik ultimately directed the creation of EMT for purposes of estate planning. However, the impetus for the trust formation began when Stephen Romanik approached Romanik about Stephen’s interest in entering the radio industry and accessing a portion of Stephen’s anticipated inheritance for that endeavor. Stephen Romanik and Romanik

then approached Watkins for advice on accomplishing Stephen's goal of receiving certain of Romanik's assets for the purpose of entering the radio industry. After consultation among Romanik, Watkins and Stephen, EMT was created with Romanik as the grantor and Stephen as the beneficiary.

- 4. EMT identifies its business address to the Commission as 6500 West Main Street, Belleville, Illinois.**

Response No. 4:

Subject to and without waiving the foregoing objections, EMT admits Request 4 in part. The street address is correct; however, it is missing the office's suite number, which is 315.

- 5. EMT did not execute a trust agreement or other written instrument at the time it was formed reflecting its date of formation as January 1, 2006.**

Response No. 5:

Subject to and without waiving the foregoing objections, EMT denies Request 5 in part. The EMT Trust Instrument is undated but was executed by Watkins and Stephen Romanik on or about January 1, 2006.

- 6. Watkins prepared the EMT Trust Instrument.**

Response No. 6:

Subject to and without waiving the foregoing objections, EMT denies Request 6.

- 7. Watkins did not prepare a trust agreement or other written instrument at the time EMT was formed reflecting its date of formation as January 1, 2006.**

Response No. 7:

Subject to and without waiving the foregoing objections, EMT admits Request 7.

8. The EMT Trust Instrument is undated.

Response No. 8:

Subject to and without waiving the foregoing objections, EMT admits that the EMT Trust Instrument is undated.

9. Romanik is the grantor for the purposes of the Trust.

Response No. 9:

Subject to and without waiving the foregoing objections, EMT admits that Romanik is the grantor for purposes of the Trust.

10. Sanders is the grantor for the purposes of EMT #2.

Response No. 10:

Subject to and without waiving the foregoing objections, EMT admits that Sanders is the grantor of EMT #2.

11. Stephen Romanik was the only named beneficiary of EMT.

Response No. 11:

Subject to and without waiving the foregoing objections, EMT admits that Stephen Romanik was the only named beneficiary of EMT.

12. Sanders is the only named beneficiary of EMT #2.

Response No. 12:

Subject to and without waiving the foregoing objections, EMT admits that Sanders is the only named beneficiary of EMT #2.

13. Watkins has been the only trustee of EMT.

Response No. 13:

Subject to and without waiving the foregoing objections, EMT admits that Watkins was the only trustee of EMT.

14. Watkins is named as the trustee of EMT #2.

Response No. 14:

Subject to and without waiving the foregoing objections, EMT admits that Watkins is named as the trustee of EMT #2.

15. It was Romanik's idea to create the Trust.

Response No. 15:

EMT objects to Request 15 as vague and ambiguous because the term "idea" is undefined. Moreover, as noted in EMT's Response to Request 3, the impetus and creation of EMT was a collaborative process. Therefore, subject to and without waiving the foregoing objections, EMT cannot admit or deny Request 15 as framed.

16. It was Romanik's idea to create Trust #2.

Response No. 16:

EMT objects to Request 16 as vague and ambiguous because the term "idea" is undefined. As with the creation of EMT, the creation of EMT #2 was a collaborative process, this time for the purpose of Sanders becoming the beneficiary of the Trust. The decision to create EMT #2 was made after consultation between and among FCC counsel for EMT, trust counsel for Romanik, Watkins, Sanders, and Romanik. Therefore, subject to and without waiving the foregoing objections, EMT cannot admit or deny Request 16 as framed.

17. It was Romanik's idea that Watkins serve as EMT's Trustee.

Response No. 17:

EMT objects to Request 17 as vague and ambiguous because the term "idea" is undefined. Moreover, as noted in EMT's Response to Request 3, the creation of EMT, including naming Watkins as Trustee, was a collaborative process among Romanik, Stephen Romanik, and Watkins. Therefore, subject to and without waiving the foregoing objections, EMT cannot admit or deny Request 17.

18. It was Romanik's idea that Watkins serve as EMT #2's Trustee.

Response No. 18:

EMT objects to Request 18 as vague and ambiguous because the term "idea" is undefined. As with the creation of EMT, the creation of EMT #2, including naming Watkins as EMT #2's Trustee, was a collaborative process. The decision to create EMT #2 was made after consultation between and among FCC counsel for EMT, trust counsel for Romanik, Watkins, Sanders, and Romanik. Therefore, subject to and without waiving the foregoing objections, EMT cannot admit or deny Request 18 as framed.

19. It was Romanik's idea that Stephen Romanik be named as the beneficiary of EMT.

Response No. 19:

EMT objects to Request 19 as is vague and ambiguous because the term "idea" is undefined. Moreover, as noted in EMT's Response to Request 3, the creation of EMT, including naming Stephen Romanik the beneficiary, was a collaborative process. Therefore, subject to and without waiving the foregoing objections, EMT cannot admit or deny Request 19.

20. Watkins and Stephen Romanik agreed that Stephen Romanik would form a company to operate and manage the Stations.

Response No. 20:

EMT objects to Request 20 as vague and ambiguous because the terms “operate” and “manage” are undefined. Subject to and without waiving the foregoing objections, EMT admits that Watkins and Stephen Romanik agreed that Stephen Romanik would form a company to administer and program the Stations to the extent that the terms “operate” and “manage” are limited as intended by EMT, Watkins, and Stephen Romanik at the time of the agreement. Specifically, EMT, Watkins, and Stephen Romanik intended a company to be formed and presided over by Stephen Romanik to program and administer the Stations subject to EMT’s oversight and control in compliance with the FCC’s rules, as contemplated by the subsequently executed LPMA which reduced these initial understandings to writing.

21. Insane Broadcasting is the company formed to operate and manage the Stations.

Response No. 21:

Section 1.246 of the Commission’s Rules contemplates that a party may only serve requests for admission on another party. EMT, therefore, objects that the Request is directed to Insane Broadcasting, which is not a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT, upon information and belief, admits that Insane Broadcasting is the company formed to administer and program the Stations.

22. Stephen Romanik formed Insane Broadcasting.

Response No. 22:

Section 1.246 of the Rules contemplates that a party may only serve requests for admission on another party. EMT, therefore, objects that this Request is directed to Insane

Broadcasting and/or Stephen Romanik, neither of whom is a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT, upon information and belief, admits that Stephen Romanik formed Insane Broadcasting.

23. Insane Broadcasting was formed as an Illinois corporation on June 27, 2006.

Response No. 23:

Section 1.246 contemplates that a party may only serve requests for admission on another party. EMT, therefore, objects that the Request is directed to Insane Broadcasting, which is not a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT, upon information and belief, admits that Insane Broadcasting was formed as an Illinois corporation on June 27, 2006.

24. Insane Broadcasting is the d/b/a pursuant to which EMT is doing business.

Response No. 24:

EMT admits Request 24 in part. EMT has used Insane Broadcasting informally in reference to the daily functioning of the Stations consistent with Insane Broadcasting's intended role administering and programming the Stations pursuant to the oral understandings between Stephen Romanik and Watkins that were subsequently reduced to writing in the LPMA. However, EMT has not registered Insane Broadcasting as a formal d/b/a of EMT in any legal jurisdiction.

25. Stephen Romanik was the President of Insane Broadcasting until his death.

Response No. 25:

Section 1.246 contemplates that a party may only serve requests for admission on another party. EMT, therefore, objects that the Request is directed to Insane Broadcasting and/or Stephen Romanik, neither of whom is a party to the above-captioned hearing proceeding. Subject to and

without waiving the foregoing objections, EMT, upon information and belief, admits that Stephen Romanik was the President of Insane Broadcasting until his death.

26. When Stephen Romanik was alive, he was the sole officer of Insane Broadcasting.

Response No. 26:

Section 1.246 contemplates that a party may only serve requests for admission on another party. EMT, therefore, objects that the Request is directed to Insane Broadcasting and/or Stephen Romanik, neither of whom is a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT lacks sufficient information to either admit or deny this Request and, thus, denies this Request.

27. When Stephen Romanik was alive, he was the 100% stockholder of Insane Broadcasting.

Response No. 27:

Section 1.246 contemplates that a party may only serve requests for admission on another party. EMT, therefore, objects that the Request is directed to Insane Broadcasting and/or Stephen Romanik, neither of whom is a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT lacks sufficient information to either admit or deny this Request and, thus, denies this Request.

28. When Stephen Romanik was alive, Insane Broadcasting operated and managed the Stations.

Response No. 28:

EMT objects to Request 20 as vague and ambiguous because the terms “operate” and “manage” are undefined. Subject to and without waiving the foregoing objections, EMT admits that Insane Broadcasting programmed and administered the Stations when Stephen Romanik was

alive. Specifically, EMT, Watkins, and Stephen Romanik intended Insane Broadcasting (with Stephen as its President) to program and administer the Stations subject to EMT's oversight and control in compliance with the FCC's rules, as contemplated by the subsequently executed LPMA, which reduced their initial and continuing understandings to writing.

29. Watkins communicated with Stephen Romanik concerning the management of the Stations.

Response No. 29:

EMT objects to the Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. Such overbroad requests are improper and counterproductive in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. EMT further objects to this Request as vague and ambiguous because the term "management" is undefined. Subject to and without waiving the foregoing objections, EMT admits that Watkins communicated with Stephen Romanik concerning the administration and programming of the Stations subject to EMT's oversight and control in compliance with the FCC's rules, as contemplated by the subsequently executed LPMA, which reduced their initial and continuing understandings to writing.

30. Watkins communicated with Stephen Romanik concerning the operation of the Stations.

Response No. 30:

EMT objects to the Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above in Response No. 29, such overbroad

requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. EMT further objects to this Request as vague and ambiguous because the term “operation” is undefined. Subject to and without waiving the foregoing objections, EMT admits that Watkins communicated with Stephen Romanik concerning the administration and programming of the Stations subject to EMT’s oversight and control in compliance with the FCC’s rules, as contemplated by the subsequently executed LPMA, which reduced their initial and continuing understandings to writing.

31. Watkins communicated with Stephen Romanik concerning the Stations’ finances.

Response No. 31:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Watkins communicated with Stephen Romanik concerning the Stations’ finances subject to EMT’s oversight and control in compliance with the FCC’s rules, as contemplated by the subsequently executed LPMA, which reduced their initial and continuing understandings to writing.

32. Watkins communicated with Stephen Romanik concerning the Stations’ personnel.

Response No. 32:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant

irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Watkins communicated with Stephen Romanik concerning the Stations' personnel subject to EMT's oversight and control in compliance with the FCC's rules, as contemplated by the subsequently executed LPMA, which reduced their initial and continuing understandings to writing.

33. Watkins communicated with Stephen Romanik concerning the hiring or firing of Station employees.

Response No. 33:

EMT objects to the Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Watkins communicated with Stephen Romanik concerning the hiring or firing of Station employees subject to EMT's oversight and control in compliance with the FCC's rules, as contemplated by the subsequently executed LPMA, which reduced their initial and continuing understandings to writing.

34. Romanik communicated with Stephen Romanik concerning the operation of the Stations.

Response No. 34:

EMT objects to the Request because the term "communicated" is overbroad. The term is

insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. EMT further objects to this Request as vague and ambiguous because the term “operation” is undefined. Subject to and without waiving the foregoing objections, EMT admits that Romanik communicated with Stephen Romanik concerning the administration of the Stations.

35. Romanik communicated with Stephen Romanik concerning the management of the Stations.

Response No. 35:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. EMT further objects to this Request as vague and ambiguous because the term “management” is undefined. Subject to and without waiving the foregoing objections, EMT admits that Romanik communicated with Stephen Romanik concerning the administration of the Stations.

36. Romanik communicated with Stephen Romanik concerning the Stations’ finances.

Response No. 36:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper

and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Romanik communicated with Stephen Romanik concerning the Stations' finances.

37. Romanik communicated with Stephen Romanik concerning the Stations' personnel.

Response No. 37

EMT objects to the Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Romanik communicated with Stephen Romanik concerning the Stations' personnel.

38. Romanik communicated with Stephen Romanik concerning the hiring or firing of Station employees.

Response No. 38:

EMT objects to the Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Romanik communicated with Stephen Romanik concerning the hiring or firing of Station employees.

39. Romanik communicated with Sanders concerning the operation of the Stations.

Response No. 39:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. EMT further objects to this Request as vague and ambiguous because the term “operation” is undefined. Subject to and without waiving the foregoing objections, EMT admits that Romanik communicated with Sanders concerning the administration of the Stations.

40. Romanik communicated with Sanders concerning the management of the Stations.

Response No. 40:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. EMT further objects to this Request as vague and ambiguous because the term “management” is undefined. Subject to and without waiving the foregoing objections, EMT admits that Romanik communicated with Sanders concerning the administration of the Stations.

41. Romanik communicated with Sanders concerning the Stations’ finances.

Response No. 41:

EMT objects to the Request because the term “communicated” is overbroad. The term is

insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Romanik communicated with Sanders concerning the Stations' finances.

42. Romanik communicated with Sanders concerning the Stations' personnel.

Response No. 42:

EMT objects to the Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Romanik communicated with Sanders concerning the Stations' personnel.

43. Romanik communicated with Sanders concerning the hiring or firing of Station employees.

Response No. 43:

EMT objects to the Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without

waiving the foregoing objections, EMT admits that Romanik communicated with Sanders concerning the hiring or firing of Station employees.

44. When Stephen Romanik was alive, he and Watkins worked together to ensure the Stations were FCC compliant.

Response No. 44:

EMT objects to Request 44 as vague, ambiguous and overbroad because “worked together” is not a defined term. Subject to and without waiving the foregoing objections, EMT admits that, when Stephen Romanik was alive, he and Watkins collaborated to ensure the Stations were FCC compliant. However, to the extent Request 44 suggests or implies that Stephen Romanik controlled the working relationship with Watkins with regard to the Stations, EMT denies Request 44. EMT admits that Stephen Romanik and Watkins collaborated together in compliance with the FCC’s rules and in the context of Stephen Romanik’s role at the Stations pursuant to his oral agreement with Watkins for Insane Broadcasting to administer and program the Stations, an agreement subsequently reduced to writing in the LPMA. For example, Stephen Romanik and Watkins regularly met and discussed the Stations’ FCC compliance and other aspects of the Stations’ day-to-day functions. While Stephen Romanik actively participated in fulfilling Insane Broadcasting’s role under Stephen Romanik’s oral agreement (subsequently reduced to writing in the LPMA) with Watkins, Watkins ultimately controlled decisions about Station FCC compliance.

45. When Stephen Romanik was alive, he and Watkins worked together on the Stations’ programming.

Response No. 45:

EMT objects to this Request as vague, ambiguous and overbroad because “worked

together” is not a defined term. Subject to and without waiving the foregoing objections, EMT admits that, when Stephen Romanik was alive, he and Watkins collaborated based on Stephen Romanik’s role administering and programming the stations. However, to the extent this Request suggests or implies that Stephen Romanik controlled the working relationship with Watkins, EMT denies this Request. Stephen Romanik and Watkins collaborated in compliance with the FCC’s rules and in the context of Stephen Romanik’s role at the Stations pursuant to the oral agreement for Insane Broadcasting to administer and program the Stations, an agreement subsequently reduced to writing in the LPMA. While Watkins consulted with Stephen and other Station personnel, Watkins ultimately controlled decisions related to the Stations’ programming.

46. When Stephen Romanik was alive, he and Watkins worked together on the Stations’ operational standards.

Response No. 46:

EMT objects to this Request as vague, ambiguous and overbroad because “worked together” is not a defined term. EMT further objects to this Request as vague and ambiguous because the term “operational standards” is not defined. Subject to and without waiving the foregoing objections, EMT admits that, when Stephen Romanik was alive, he and Watkins collaborated based on Stephen Romanik’s role administering and programming the stations. However, to the extent this Request suggests or implies that Stephen Romanik controlled the working relationship with Watkins, EMT denies this Request. Stephen Romanik and Watkins collaborated in compliance with the FCC’s rules and in the context of Stephen Romanik’s role at the Stations pursuant to the oral agreement for Insane Broadcasting to administer and program the Stations, an agreement subsequently reduced to writing in the LPMA. While Watkins relied on information and advice gained from consultations with FCC counsel, Stephen and other

Station personnel, Watkins ultimately controlled decisions related to the Stations' "operational standards."

47. When Stephen Romanik was alive, he and Watkins worked together to manage the Stations' finances.

Response No. 47:

EMT objects to this Request as vague, ambiguous and overbroad because "worked together" is not a defined term. Subject to and without waiving the foregoing objections, EMT admits that, when Stephen Romanik was alive, he and Watkins collaborated based on Stephen Romanik's role administering and programming the stations on. However, to the extent this Request suggests or implies that Stephen Romanik controlled the working relationship with Watkins, EMT denies this Request. Stephen Romanik and Watkins collaborated in compliance with the FCC's rules and in the context of Stephen Romanik's role at the Stations pursuant to the oral agreement for Insane Broadcasting to administer and program the Stations, an agreement subsequently reduced to writing in the LPMA. While he relied on information and advice gained from consultations with Stephen and other Station personnel, Watkins ultimately controlled decisions related to the Stations' finances.

48. Insane Broadcasting did not execute any documents at the time it was formed that reflect its formation as an Illinois corporation.

Response No. 48:

EMT objects to the Request as improperly directed to Insane Broadcasting rather than the individual who may have executed the documents referenced in the Request. EMT further objects to the Request as improper because it is directed to Insane Broadcasting, which is not a party to this proceeding. Subject to and without waiving the foregoing objections, EMT lacks

knowledge or information sufficient to respond to Request 48 and, therefore, denies this Request.

49. Insane Broadcasting did not execute any documents at the time it was formed that identified its officers and directors.

Response No. 49:

EMT objects to the Request as improperly directed to Insane Broadcasting rather than the individual who may have executed the documents referenced in the Request. EMT further objects to the Request as improper because it is directed to Insane Broadcasting, which is not a party to this proceeding. Subject to and without waiving the foregoing objections, EMT lacks knowledge or information sufficient to respond to Request 49 and, thus, denies this Request.

50. Insane Broadcasting did not execute any documents at the time it was formed that identify its President as Stephen Romanik.

Response No. 50:

EMT objects to the Request as improperly directed to Insane Broadcasting rather than an individual who might have executed the documents referenced in the Request. EMT further objects to the Request as improper because it is directed to Insane Broadcasting, which is not a party to this proceeding. Subject to and without waiving the foregoing objections, EMT lacks knowledge or information sufficient to respond to Request 50 and, thus, denies this Request.

51. At the time it was formed, Insane Broadcasting did not file Articles of Incorporation with the Office of the Illinois Secretary of State.

Response No. 51:

EMT objects to the Request as improperly framed to suggest that Insane Broadcasting, rather than an individual, filed the documents referenced in the Request. EMT further objects to the Request as improper because it is directed to Insane Broadcasting, which is not a party to this

proceeding. Subject to and without waiving the foregoing objections, EMT lacks knowledge or information sufficient to respond to Request 51 and, thus, denies this Request.

52. At the time it was formed, Insane Broadcasting did not create documents that constitute its by-laws.

Response No. 52:

EMT objects to the Request as improperly framed to suggest that Insane Broadcasting, rather than an individual, created, or not, the documents referenced in the Request. EMT further objects to the Request as improper because it is directed to Insane Broadcasting, which is not a party to this proceeding. Subject to and without waiving the foregoing objections, EMT lacks knowledge or information sufficient to respond to Request 52 and, thus, denies this Request.

53. At the time it was formed, Insane did not create documents that constitute its Articles of Incorporation.

Response No. 53:

EMT objects to the Request as improperly framed to suggest that Insane Broadcasting, rather than an individual, created the documents referenced in the Request. EMT further objects to the Request as improper because it is directed to Insane Broadcasting, which is not a party to this proceeding. Subject to and without waiving the foregoing objections, EMT lacks knowledge or information sufficient to respond to Request 53 and, thus, denies this Request.

54. In documents filed with the Illinois Secretary of State in 2019, Insane Broadcasting identified Sanders as its President, Secretary, and agent.

Response No. 54:

EMT objects to the Request as improper because it is directed to Insane Broadcasting, which is not a party to this proceeding. Subject to and without waiving the foregoing objections,

EMT, upon information and belief, admits that Sanders is identified as Insane Broadcasting's President, Secretary, and agent in documents filed with the Illinois Secretary of State in 2019.

55. Insane Broadcasting has no officers or directors other than Sanders.

Response No. 55:

EMT objects to this Request as improper because it is directed to Insane Broadcasting, which is not a party to this proceeding. Subject to and without waiving the foregoing objections, EMT lacks knowledge or information sufficient to respond to Request 55 and, thus, denies this Request.

56. Insane Broadcasting did not execute any documents after Stephen Romanik's death naming Sanders as President.

Response No. 56:

EMT objects to the Request as improperly directed to Insane Broadcasting rather than the individual who may have executed the documents referenced in the Request. EMT further objects to the Request as improper because it is directed to Insane Broadcasting, which is not a party to this proceeding. Subject to and without waiving the foregoing objections, EMT lacks knowledge or information to respond to Request 56 and, thus, denies this Request.

57. Insane Broadcasting did not execute any documents after Stephen Romanik's death naming Sanders as 100% stockholder.

Response No. 57:

EMT objects to the Request as improperly directed to Insane Broadcasting rather than the individual who may have executed the documents referenced in the Request. EMT further objects to the Request as improper because it is directed to Insane Broadcasting, which is not a party to this proceeding. Subject to and without waiving the foregoing objections, EMT lacks

knowledge or information sufficient to respond to Request 57 and, thus, denies this Request.

58. Romanik provided EMT with \$500,000 that it used to acquire Station WQQW and to pay the station's initial station operating expenses.

Response No. 58:

Subject to and without waiving the foregoing objections, EMT admits that Romanik provided EMT with \$500,000 that it used to acquire Station WQQW and to pay that station's initial station operating expenses.

59. Romanik provided EMT with \$1,200,000 to acquire Station KZQZ.

Response No. 59:

Subject to and without waiving the foregoing objections, EMT admits that Romanik provided EMT with \$1,200,000 to acquire Station KZQZ.

60. Romanik provide EMT with \$450,000 to acquire Station KFTK (formerly WQQX).

Response No. 60:

Subject to and without waiving the foregoing objections, EMT admits that Romanik provided EMT with \$450,000 to acquire Station KFTK (formerly WQQX).

61. Romanik provided EMT with \$600,000 to acquire Station KQQZ.

Response No. 61:

Subject to and without waiving the foregoing objections, EMT admits that Romanik provided EMT with \$600,000 to acquire Station KQQZ.

62. EMT did not execute any document that describes its role in the operations of the Stations.

Response No. 62:

EMT objects to this Request as vague and ambiguous because the term "operations" is

undefined. Subject to and without waiving the foregoing objections, EMT denies Request 62.

EMT executed the LPMA in 2018, which reduced to writing the terms of the oral understandings between (a) EMT and (b) Sanders, as successor-in-interest to Stephen Romanik as owner and officer of Insane Broadcasting, regarding the roles of EMT and Insane Broadcasting in the administration and programming of the Stations.

63. EMT did not execute any document that describes Insane Broadcasting's role in the operations of the Stations.

Response No. 63:

EMT objects to this Request as vague and ambiguous because the term "operations" is undefined. Subject to and without waiving the foregoing objections, EMT denies Request 63. EMT executed the LPMA in 2018, which reduced to writing the terms of the oral understandings between (a) EMT and (b) Sanders, as successor-in-interest to Stephen Romanik as owner and officer of Insane Broadcasting, regarding the roles of EMT and Insane Broadcasting in the administration and programming of the Stations.

64. No version of the EMT Trust Instrument provided the EMT trustee with the power to hold and control the Station licenses.

Response No. 64:

EMT objects to the Request because it calls for a legal conclusion regarding the legal capacity of EMT to hold and control FCC licenses. To the extent that the Request asks whether the EMT Trust Instrument is valid under Illinois law or failed to provide the EMT trustee with the power to hold and control the Station licenses under Illinois law, EMT further objects to the Request as requiring further legal conclusions. EMT states that the EMT Trust Instrument does not include explicit language providing the EMT trustee with the power to hold and control the

Station licenses; however, EMT denies that the lack of such explicit language deprived the EMT trustee the power to hold and control the Station licenses.

65. No version of the EMT Trust Agreement provided the EMT trustee with the power to hold and control the Station licenses.

Response No. 65:

EMT objects to the Request because it calls for a legal conclusion regarding the legal capacity of EMT to hold and control FCC licenses. To the extent that the Request asks whether the EMT Trust Agreement is valid under Illinois law or failed to provide the EMT trustee with the power to hold and control the Station licenses under Illinois law, EMT further objects to the Request as requiring further legal conclusions. Subject to and without waiving the foregoing objections, EMT denies that no version of the EMT Trust Agreement provided the EMT trustee with the power to hold and control the Station licenses. The 2012 Restated Trust includes the licenses among the Trust assets, and the purpose of the Trust is to hold and control assets for the benefit of the beneficiary. Therefore, the EMT Trust Agreement clearly contemplates the EMT Trust holding and the EMT trustee controlling the Station licenses as EMT's intangible assets.

66. EMT's email address is info@KZQZ1430am.com.

Response No. 66:

Subject to and without waiving the foregoing objections, EMT admits that its email address is info@KZQZ1430am.com.

67. Insane Broadcasting uses the info@KZQZ1430am.com email address.

Response No. 67:

Subject to and without waiving the foregoing objections, EMT admits that Insane Broadcasting uses the info@KZQZ1430am.com email address.

68. EMT executed the 2018 LPMA in response to receiving the EMT LOI.

Response No. 68:

Subject to and without waiving the foregoing objections, EMT admits that it executed the 2018 LPMA in response to receiving the EMT LOI. While EMT and Insane had been operating pursuant to oral understandings and agreement prior to the LOI, pursuant to the Media Bureau's direction in the LOI, EMT and Insane Broadcasting reduced those understandings and agreements to writing in the 2018 LPMA.

69. EMT executed the EMT Trust Agreement in response to the 2012 Petition to Deny.

Response No. 69:

Subject to and without waiving the foregoing objections, EMT admits that it executed the EMT Trust Agreement after receiving the 2012 Petition to Deny. After receipt of the 2012 Petition to Deny, EMT retained an Illinois trust and estate lawyer to confirm the creation of the Trust and to restate and clarify the purpose of and parties to the Trust.

70. Romanik provided input into the content of the EMT Trust Agreement.

Response No. 70:

EMT objects to the Request as vague, ambiguous, and overbroad because the term "provide[] input" is not defined. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Romanik, in his capacity as grantor, conferred with Watkins and Paul Lauber regarding the content of the EMT Trust Agreement.

71. Romanik provided input into the content of the EMT Trust Instrument.

Response No. 71:

EMT objects to the Request as vague, ambiguous, and overbroad because the term “provide[] input” is not defined. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Romanik, in his capacity as grantor, directed the content of the EMT Trust Instrument.

72. Romanik provided input into the content of the EMT #2 Trust Instrument.

Response No. 72:

EMT objects to the Request as vague, ambiguous, and overbroad because the term “provide[] input” is not defined. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Romanik conferred with Watkins, Sanders, and Paul Lauber regarding the content of the EMT #2 Trust Instrument.

73. Paul Lauber represented EMT.

Response No. 73:

Subject to and without waiving the foregoing objections, EMT denies that Paul Lauber represented EMT. Lauber represented Romanik as the grantor of the EMT Trust Agreement.

74. EMT paid Paul Lauber’s invoices.

Response No. 74:

Subject to and without waiving the foregoing objections, EMT denies that EMT paid Paul

Lauber's invoices.

75. Paul Lauber represented Romanik

Response No. 75:

Section 1.246 contemplates that a party may only serve requests for admission on another party. EMT, therefore, objects that the Request is directed to Paul Lauber and/or Romanik, neither of whom is a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT, upon information and belief, admits Paul Lauber represented Romanik.

76. Romanik paid Paul Lauber's invoices.

Response No. 76:

Section 1.246 contemplates that a party may only serve requests for admission on another party. EMT, therefore, objects that the Request is directed to Paul Lauber and/or Romanik, neither of whom is a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT, upon information and belief, admits that Romanik paid Paul Lauber's invoices.

77. Romanik provided EMT with the funds to pay Paul Lauber's invoices.

Response No. 77:

Subject to and without waiving the foregoing objections, EMT denies that Romanik provided EMT with the funds to pay Paul Lauber's invoices.

78. Fletcher, Heald & Hildreth does not represent Romanik.

Request No 78:

Subject to and without waiving the foregoing objections, EMT, upon information and belief, admits that Fletcher, Heald & Hildreth does not represent Romanik.

79. Fletcher, Heald & Hildreth has never represented Romanik.

Response No. 79:

Subject to and without waiving the foregoing objections, EMT, upon information and belief, admits that Fletcher, Heald & Hildreth has never represented Romanik.

80. Fletcher, Heald & Hildreth does not represent Insane Broadcasting.

Response No. 80:

Subject to and without waiving the foregoing objections, EMT, upon information and belief, admits that Fletcher, Heald & Hildreth does not represent Insane Broadcasting.

81. Fletcher, Heald & Hildreth has never represented Insane Broadcasting.

Response No. 81:

Subject to and without waiving the foregoing objections, EMT, upon information and belief, admits that Fletcher, Heald & Hildreth has never represent Insane Broadcasting.

82. Anthony Lepore does not represent Romanik.

Response No. 82:

Subject to and without waiving the foregoing objections, EMT, upon information and belief, admits that Anthony Lepore does not represent Romanik.

83. Anthony Lepore has never represented Romanik.

Response No. 83:

Subject to and without waiving the foregoing objections, EMT, upon information and belief, admits that Anthony Lepore has never represented Romanik.

84. Anthony Lepore does not represent Insane Broadcasting.

Response No. 84:

Subject to and without waiving the foregoing objections, EMT, upon information and

belief, admits that Anthony Lepore does not represent Insane Broadcasting.

85. Anthony Lepore has never represented Insane Broadcasting.

Response No. 85:

Subject to and without waiving the foregoing objections, EMT, upon information and belief, admits that Anthony Lepore has never represented Insane Broadcasting.

86. EMT hired Anthony Lepore to serve as counsel during its acquisition of stations KFTK(AM) (formerly WQQX(AM), KZQZ(AM), and KQQZ(AM).

Response No. 86:

EMT objects to the Request because the term “during” is undefined, ambiguous, and fails to specify a duration, beginning, or ending to the representation. Subject to and without waiving the foregoing objections, EMT admits that it hired Anthony Lepore to serve as counsel in connection with its acquisitions of stations KFTK(AM) (formerly WQQX(AM)), KZQZ(AM), and KQQZ(AM).

87. Anthony Lepore did not serve as EMT counsel during the acquisition of Station WQQW(AM).

Response No. 87:

EMT objects to the Request because the term “during” is undefined, ambiguous, and fails to specify a duration, beginning, or ending to the representation. Subject to and without waiving the foregoing objections, EMT admits that Anthony Lepore did not serve as EMT’s counsel during the acquisition of Station WQQW(AM).

88. EMT hired Anthony Lepore to serve as counsel during the Emmis LMA negotiation.

Response No. 88:

EMT objects to the Request because the term “during” is undefined, ambiguous, and fails to specify a duration, beginning, or ending to the representation. Subject to and without waiving the foregoing objections, EMT admits that it hired Anthony Lepore to serve as counsel in connection with the Emmis LMA negotiation.

89. EMT paid Anthony Lepore’s invoices.

Response No. 89:

Subject to and without waiving the foregoing objections, EMT denies that it paid Anthony Lepore’s invoices.

90. Romanik provided EMT with the funds to pay Anthony Lepore’s invoices.

Response No. 90:

Subject to and without waiving the foregoing objections, EMT denies that Romanik provided EMT with the funds to pay Anthony Lepore’s invoices.

91. Romanik has provided EMT with the funds to pay Anthony Lepore’s invoices in connection with the above-captioned hearing proceeding.

Response No. 91:

Subject to and without waiving the foregoing objections, EMT denies that Romanik has provided EMT with the funds to pay Anthony Lepore’s invoices in connection with the above-captioned proceeding.

92. Romanik will provide EMT with the funds to pay Anthony Lepore's invoices in connection with the above-captioned hearing proceeding.

Response No. 92:

EMT objects to Request 92 because it calls for speculation. Therefore, EMT cannot admit or deny Request 92, but EMT states that it does not have an understanding, agreement, or contemplation that Romanik will provide EMT with funds to pay Anthony Lepore's invoices in connection with the above-captioned hearing proceeding.

93. EMT paid Fletcher, Heald & Hildreth's invoices.

Response No. 93:

Subject to and without waiving the foregoing objections, EMT denies that it paid Fletcher, Heald & Hildreth's invoices.

94. Romanik has provided EMT with the funds to pay Fletcher, Heald & Hildreth's invoices in connection with the above-captioned hearing proceeding.

Response No. 94:

Subject to and without waiving the foregoing objections, EMT denies that Romanik has provided EMT with the funds to pay Fletcher, Heald & Hildreth's invoices in connection with the above-captioned hearing proceeding.

95. Romanik will provide EMT with the funds to pay Fletcher, Heald & Hildreth's invoices in connection with the above-captioned hearing proceeding.

Response No. 95:

EMT objects to Request 95 because it calls for speculation. Therefore, EMT cannot admit or deny Request 95, but EMT states that it does not have an understanding, agreement, or contemplation that Romanik will provide EMT with funds to pay Fletcher, Heald & Hildreth's

invoices in connection with the above-captioned hearing proceeding.

96. Romanik provided EMT with the funds to pay Fletcher, Heald & Hildreth's invoices.

Response No. 96:

Subject to and without waiving the foregoing objections, EMT denies that Romanik provided EMT with the funds to pay Fletcher, Heald & Hildreth's invoices.

97. Anthony Lepore addressed correspondence related to the Stations to Romanik.

Response No. 97:

Subject to and without waiving the foregoing objections, EMT admits that Anthony Lepore addressed correspondence related to the Stations to Romanik for the purpose of requesting Romanik undertake ministerial actions at the station (*e.g.*, placing EEO Public File reports or Ownership Reports into the Stations' public file). Lepore addressed correspondence to Romanik as directed by Watkins before Lepore knew or had contact information for other Station personnel.

98. Anthony Lepore did not suggest to Emmis personnel that he was counsel for Romanik.

Response No. 98:

Subject to and without waiving the foregoing objections, EMT, upon information and belief, admits that Anthony Lepore did not suggest to Emmis personnel that he was counsel for Romanik.

99. Stephen Romanik passed away on September 17, 2015.

Response No. 99:

Subject to and without waiving the foregoing objections, EMT admits that Stephen

Romanik passed away on September 17, 2015.

100. EMT did not oversee daily operations of the Station when Stephen Romanik was alive.

Response No. 100:

EMT objects to this Request as vague and ambiguous because the terms, “oversee” and “operations” are undefined. Subject to and without waiving the foregoing objections, EMT denies that EMT did not “oversee daily operations” of the Stations when Stephen Romanik was alive.

101. EMT did not make the decisions concerning the employment of Station employees when Stephen Romanik was alive.

Response No. 101:

EMT objects to the Request as vague and ambiguous because the term “make the decisions” is undefined. Subject to and without waiving the foregoing objections, EMT denies that it did not “make the decisions” concerning the employment of Station employees when Stephen Romanik was alive. The EMT trustee, Watkins, made employment decisions in consultation with Stephen Romanik, with the EMT trustee retaining ultimate control over the Stations’ employees.

102. EMT did not make the decisions concerning the hiring or firing of Station employees or carry out such decisions when Stephen Romanik was alive.

Response No. 102:

EMT objects to the Request as vague and ambiguous because the term “make the decisions” is undefined. Subject to and without waiving the foregoing objections, EMT denies that it did not “make the decisions” concerning the hiring or firing of Station employees or carry

out such decisions when Stephen Romanik was alive. The EMT trustee, Watkins, made hiring and firing decisions in consultation with Stephen Romanik, with the EMT trustee retaining ultimate control over the Stations' employees.

103. EMT did not receive monies and/or profits from operation of the Station when Stephen Romanik was alive.

Response No. 103:

Subject to and without waiving the foregoing objections, EMT admits that it did not receive monies and/or profits from the Stations when Stephen Romanik was alive.

104. EMT did not handle the payroll, accounting, and administrative support for the Stations when Stephen Romanik was alive.

Response No. 104:

EMT objects to Request 104 because the term "handle" is undefined and the request is unduly vague and ambiguous. Subject to and without waiving the foregoing objections, EMT denies that it did not "handle" the payroll, accounting, and administrative support for the Stations when Stephen Romanik was alive. EMT, as is common in the radio broadcasting industry, delegated routine payroll, accounting, and administrative support functions for the Stations to Insane Broadcasting, which was at all times subject to the ultimate control of EMT.

105. EMT did not determine the policies governing the Stations' programming when Stephen Romanik was alive.

Response No. 105:

EMT objects to the Request as vague and ambiguous because the term "determine the policies" is undefined. Subject to and without waiving the foregoing objections, EMT denies that it did not "determine the policies" governing the Stations' programming when Stephen Romanik

was alive. As noted above, while EMT delegated some day-to-day administrative functions to Insane Broadcasting, EMT set programming policies for the Stations in consultation with FCC counsel.

106. EMT did not determine the policies governing the Stations' personnel when Stephen Romanik was alive.

Response No. 106:

EMT objects to Request 106 as vague and ambiguous because the term “determine the policies” is undefined. Subject to and without waiving the foregoing objections, EMT denies that it did not “determine the policies” governing the Stations' personnel when Stephen Romanik was alive. As noted above, while EMT delegated some day-to-day administrative functions to Insane Broadcasting, EMT set policies governing Station personnel.

107. EMT did not determine the policies governing the Stations' finances when Stephen Romanik was alive.

Response No. 107:

EMT objects to Request 107 as vague and ambiguous because the term “determine the policies” is undefined. Subject to and without waiving the foregoing objections, EMT denies that it did not “determine the policies” governing the Stations' finances when Stephen Romanik was alive. As noted above, while EMT delegated some day-to-day administrative functions to Insane Broadcasting, EMT set policies governing Station finances.

108. EMT did not oversee daily operations of the Stations after Stephen Romanik passed away.

Response No. 108:

EMT objects to Request 108 as vague and ambiguous because the terms “oversee daily

operations,” is undefined. Accordingly, subject to and without waiving the foregoing objections, EMT denies that it did not “oversee daily operations” of the Stations after Stephen Romanik passed away. As noted above, while EMT delegated some day-to-day administrative functions to Insane Broadcasting, EMT ultimately supervised and controlled the Stations’ daily operations.

109. EMT did not make the decisions concerning the employment of Station employees after Stephen Romanik passed away.

Response No. 109:

EMT objects to the Request as vague and ambiguous because the term “make the decisions” is undefined. Subject to and without waiving the foregoing objections, EMT denies that it did not “make the decisions” concerning the employment of Station employees after Stephen Romanik passed away. Since Stephen Romanik’s passing, the EMT trustee has made employment decisions in collaboration with Sanders, with the EMT trustee retaining ultimate control over the Stations’ employees.

110. EMT did not make the decisions concerning the hiring or firing of Station employees or carry out such decisions after Stephen Romanik passed away.

Response No. 110:

EMT objects to the Request as vague and ambiguous because the term “make the decisions” is undefined. Subject to and without waiving the foregoing objections, EMT denies that it did not “make the decisions” concerning the hiring or firing of Station employees or carry out such decisions after Stephen Romanik passed away. The EMT trustee made hiring and firing decisions in collaboration with Sanders, with the EMT trustee retaining ultimate control over the Stations’ employees.

111. EMT did not receive monies and/or profits from operation of the Stations after Stephen Romanik passed away.

Response No. 111:

Subject to and without waiving the foregoing objections, EMT admits that it did not receive monies and/or profits from the Stations after Stephen Romanik passed away.

112. EMT did not handle the payroll, accounting, and administrative support for the Stations after Stephen Romanik passed away.

Response No. 112:

EMT objects to the Request because the term “handle” is undefined and the request is unduly vague and ambiguous. Accordingly, subject to and without waiving the foregoing objections, EMT denies that it did not “handle” the payroll, accounting, and administrative support for the Stations after Stephen Romanik passed away. EMT further states that, as is common in the radio broadcasting industry, it delegates routine payroll, accounting, and administrative support functions for the Stations to Insane Broadcasting, which was and is at all times subject to the ultimate control of EMT.

113. EMT did not determine the policies governing the Stations’ programming after Stephen Romanik passed away.

Response No. 113:

EMT objects to this Request as vague and ambiguous because the term “determine the policies” is undefined. Subject to and without waiving the foregoing objections, EMT denies that EMT did not “determine the policies” governing the Stations’ programming after Stephen Romanik passed away. As noted above, EMT delegated some day-to-day administrative and programming functions to Insane Broadcasting, which was and is at all times subject to the

ultimate control of EMT.

114. EMT did not determine the policies governing the Stations' personnel after Stephen Romanik passed away.

Response No. 114:

EMT objects to this Request as vague and ambiguous because the term “determine the policies” is undefined. Subject to and without waiving the foregoing objections, EMT denies that it did not “determine the policies” governing the Stations' personnel after Stephen Romanik passed away. As noted above, while EMT delegated some day-to-day administrative functions to Insane Broadcasting, EMT ultimately set the policies governing Station personnel in consultation with Sanders.

115. EMT did not determine the policies governing the Stations' finances after Stephen Romanik passed away.

Response No. 115:

EMT objects to this Request as vague and ambiguous because the term “determine the policies” is undefined. Subject to and without waiving the foregoing objections, EMT denies that it did not “determine the policies” governing the Stations' finances after Stephen Romanik passed away. As noted above, while EMT delegated some day-to-day administrative functions to Insane Broadcasting, EMT ultimately set the policies governing Station finances in consultation with Sanders.

116. Stephen Romanik oversaw all operations of the Stations when he was alive.

Response No. 116:

EMT objects to this Request as vague and ambiguous because the terms, “oversaw” and “operations” are undefined. Accordingly, subject to and without waiving the foregoing

objections, EMT states that Stephen Romanik, in his capacity as President of Insane Broadcasting, participated in the daily administrative and programming functions of the Stations subject to the supervision and ultimate control of the EMT trustee. Therefore, EMT denies this Request as framed because it does not fully reflect the relationship between Stephen Romanik (as the President of Insane Broadcasting) and EMT.

117. Stephen Romanik made the decisions concerning the employment of Station employees when he was alive.

Response No. 117:

EMT objects to the Request as vague and ambiguous because the term “made the decisions” is undefined. Accordingly, subject to and without waiving the foregoing objections, EMT denies that Stephen Romanik “made the decisions” concerning the employment of Station employees when he was alive. Although Watkins conferred with Stephen Romanik concerning employment of Station employees, Watkins retained ultimate authority over policies for such employees and made the decisions regarding their employment.

118. Stephen Romanik supervised management-level Station employees when he was alive.

Response No. 118:

Subject to and without waiving the foregoing objections, EMT denies in part and admits in part that Stephen Romanik supervised management-level Station employees when he was alive. Watkins directed Stephen Romanik’s supervision of all Station employees, including management-level employees. Although Watkins conferred with Stephen Romanik concerning employment of Station employees, Watkins retained ultimate authority over policies for such employees and decisions regarding their employment.

119. Stephen Romanik made the decisions concerning the hiring or firing of Station employees and/or carried out such decisions when he was alive.

Response No. 119:

EMT objects to the Request as vague and ambiguous because the term “made the decisions” is undefined. Subject to and without waiving the foregoing objections, EMT denies that Stephen Romanik “made the decisions” concerning the hiring or firing of Station employees, but admits that Stephen Romanik, at the direction of Watkins, carried out decisions made by Watkins concerning the hiring or firing of Station employees when Stephen was alive.

120. Insane Broadcasting handled the payroll, accounting, and administrative support for the Stations when Stephen Romanik was alive.

Response No. 120:

EMT objects to this Request because the term “handled” is undefined and the request is unduly vague and ambiguous. Subject to and without waiving the foregoing objections, EMT admits that it delegated the functions of payroll, accounting, and administrative support for the Stations to Insane Broadcasting when Stephen Romanik was alive, subject to the ultimate control of EMT.

121. Stephen Romanik received monies and/or profits from operation of the Stations when he was alive.

Response No. 121:

Subject to and without waiving the foregoing objections, EMT admits that Stephen Romanik received monies and/or profits from the Stations when he was alive.

122. Stephen Romanik determined the policies governing the Stations’ programming when he was alive.

Response No. 122:

EMT objects to this Request as vague and ambiguous because the term “determine the policies” is undefined. Accordingly, subject to and without waiving the foregoing objections, EMT denies that Stephen Romanik “determined” the policies governing the Stations’ programming when he was alive. As noted above, EMT delegated some day-to-day administrative functions to Insane Broadcasting, including programming related matters. However, EMT ultimately controlled programming policies for the Stations.

123. Stephen Romanik determined the policies governing the Stations’ personnel when he was alive.

Response No. 123

EMT objects to this Request as vague and ambiguous because the term “determine the policies” is undefined. Subject to and without waiving the foregoing objections, EMT denies that Stephen Romanik “determined the policies” governing the Stations’ personnel when he was alive. As noted above, EMT delegated some day-to-day administrative functions to Insane Broadcasting, including Stephen Romanik, and Stephen Romanik participated, with Watkins and EMT’s FCC counsel, in the decision-making process regarding policies governing the Stations’ personnel. However, EMT ultimately controlled personnel policies for the Stations personnel.

124. Stephen Romanik determined the policies governing the Stations’ finances when he was alive.

Response No. 124:

EMT objects to this Request as vague and ambiguous because the term “determine the

policies” is undefined. Subject to and without waiving the foregoing objections, EMT denies that Stephen Romanik “determined the policies” governing the Stations’ finances when he was alive. As noted above, EMT delegated some day-to-day administrative functions to Insane Broadcasting. However, EMT ultimately controlled the Stations’ finances.

125. Romanik communicated with Stephen Romanik concerning the policies governing the Stations’ programming.

Response No. 125:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. EMT further objects because Section 1.246 contemplates that a party may serve requests for admission only on another party. The Request is directed to Romanik and Stephen Romanik, neither of whom is a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT admits Romanik communicated with Stephen Romanik concerning the policies governing the Stations’ programming.

126. Romanik communicated with Stephen Romanik concerning the policies governing the Stations’ personnel.

Response No. 126:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper

and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. EMT further objects because Section 1.246 contemplates that a party may serve requests for admission only on another party. The Request is directed to Romanik and Stephen Romanik, neither of whom is a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT admits Romanik communicated with Stephen Romanik concerning policies governing the Stations' personnel.

127. Romanik communicated with Stephen Romanik concerning the policies governing the Stations' finances.

Response No. 127:

EMT objects to the Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. EMT further objects because Section 1.246 contemplates that a party may serve requests for admission only on another party. The Request is directed to Romanik and Stephen Romanik, neither of whom is a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT admits Romanik communicated with Stephen Romanik concerning policies governing the Stations' finances.

128. At the time of Stephen Romanik's death, the Trust assets included the FCC licenses for the Stations.

Response No. 128:

Subject to and without waiving the foregoing objections, EMT admits that, at the time of Stephen Romanik's death, the Trust assets included the FCC licenses for the Stations.

129. The FCC licenses for the Stations are not real property of the Trust.

Response No. 129:

Subject to and without waiving the foregoing objections, EMT admits that the FCC licenses for the Stations are not real property of the Trust.

130. The FCC licenses for the Stations are not personal property of the Trust.

Response No. 130:

Subject to and without waiving the foregoing objections, EMT denies that the FCC licenses for the Stations are not personal property of the Trust to the extent that the licenses are intangible assets of the Trust.

131. Stephen Romanik verbally assigned his beneficial interest in EMT to Romanik in 2015.

Response No. 131:

EMT objects to the Request as calling for a legal conclusion. As framed, the Request assumes the verbal assignment of Stephen Romanik's beneficial interest was effective, which is a legal matter under Illinois law. Accordingly, subject to and without waiving the foregoing objections, EMT cannot admit or deny the Request. EMT states that, before he passed away, Stephen Romanik orally instructed Watkins to take steps to assign Stephen's beneficial interest in EMT to Romanik.

132. Stephen Romanik exercised the power of appointment in the EMT Trust Agreement.

Response No. 132:

Subject to and without waiving the foregoing objections, EMT denies that Stephen Romanik exercised the power of appointment in the EMT Trust Agreement. Pursuant to Section 3.4 of the EMT Trust Agreement, which was in effect at Stephen's death, appointment can only be made in the will of the beneficiary, and Stephen died intestate. Due to a misunderstanding of the legal differences between the power of appointment and the assignment of beneficial interest, and based on language in documents executed by Romanik, Sanders and Watkins relating to EMT Trust #2, EMT mistakenly asserted to the Media Bureau in the EMT LOI Response that Stephen Romanik exercised his power of appointment pursuant to the EMT Trust. EMT now understands that Stephen Romanik instead attempted to orally assign his beneficial interest in the Trust. The legal effective of such oral assignment is a matter of Illinois law and is, therefore, beyond the scope of the Request because it calls for a legal conclusion.

133. Watkins witnessed Stephen Romanik exercise the power of appointment in the EMT Trust Agreement.

Response No. 133:

Subject to and without waiving the foregoing objections, EMT denies that Watkins witnessed Stephen Romanik exercise the power of appointment in the EMT Trust Agreement. Rather, Watkins witnessed Stephen Romanik seek to assign his beneficial interest the EMT Trust Agreement. As explained in response to Request No. 132, EMT mistakenly asserted to the Media Bureau in the EMT LOI Response that Stephen Romanik exercised his power of appointment pursuant to the EMT Trust.

134. The power of appointment contained in the EMT Trust Agreement requires the EMT Trustee to distribute the Trust assets to whomever the beneficiary appoints by will.

Response No. 134:

Subject to and without waiving the foregoing objections, EMT admits that the power of appointment contained in the EMT Trust Agreement requires the EMT Trustee to distribute the Trust assets to whomever the beneficiary appoints by will.

135. Upon the death of Stephen Romanik, Watkins distributed the Trust assets to Romanik.

Response No. 135:

Subject to and without waiving the foregoing objections, EMT denies that Watkins distributed the Trust assets to Romanik upon the death of Stephen Romanik.

136. Insane Broadcasting has always been owned and managed by the EMT beneficiary.

Response No. 136:

Subject to and without waiving the foregoing objections, EMT lacks sufficient information to admit or deny Request 136 as framed and, thus, denies this Request.

137. Insane Broadcasting is the beneficial owner of EMT.

Response No. 137:

EMT objects to the Request as calling for a legal conclusion. Subject to and without waiving the foregoing objections, EMT cannot answer Request 137 because it calls for legal analysis regarding the beneficial ownership of EMT that depends on the application of legal conclusions of law and precedent under Illinois and Federal law to the unique facts (many of

which remain to be established) of this proceeding.

**138. When Stephen Romanik assigned his beneficial interest in EMT to Romanik,
Romanik became the beneficiary of EMT.**

Response No. 138:

EMT objects to the Request because whether Stephen's instructions to Watkins had legal effect calls for a legal conclusion under Illinois law. Accordingly, subject to and without waiving the foregoing objections, EMT cannot admit or deny the Request as framed. EMT states that Stephen Romanik orally instructed Watkins to take steps to assign Stephen's beneficial interest in EMT to Romanik in 2015. The legal effective of such oral assignment is a matter of Illinois law and is, therefore, beyond the scope of the Request because it calls for a legal conclusion. Moreover, because Romanik declined to accept the beneficial interest purportedly assigned to him by Stephen Romanik, the Request calls for a further legal conclusion about the effectiveness of the assignment and Romanik's status as a beneficiary of the Trust at any time.

**139. When Stephen Romanik assigned his beneficial interest in EMT to Romanik,
Romanik became the beneficial owner of the Stations.**

Response No. 139:

EMT objects to the Request because whether Stephen's instructions to Watkins had any effect calls for a legal conclusion under Illinois law. Accordingly, subject to and without waiving the foregoing objections, EMT cannot admit or deny this Request as framed. EMT states that Stephen Romanik orally instructed Watkins to take steps to assigned Stephen's beneficial interest in EMT to Romanik in 2015. The legal effect of such oral assignment is a matter of Illinois law and is, therefore, beyond the scope of the Request because it calls for a legal conclusion. Moreover, because Romanik declined to accept the beneficial interest purportedly assigned to

him by Stephen Romanik, the Request calls for a further legal conclusion about the effectiveness of the assignment and Romanik's status as a beneficiary of the Trust at any time.

140. After the death of Stephen Romanik but before Romanik assigned the beneficial interest in the Trust to Sanders, Insane Broadcasting was owned and managed by Romanik.

Response No. 140:

Subject to and without waiving the foregoing objections, EMT cannot answer Request 140 because it calls for a legal conclusion. EMT further objects as the Request calls for information about Insane Broadcasting, which is not a party to this proceeding and whose ownership is unrelated to the assignment of beneficial interest in the Trust because Insane Broadcasting was not and is not an asset of the Trust. Because EMT lacks sufficient information to admit or deny this Request, EMT denies Request 140.

141. The Assignment of Beneficial Interest assigned to Sanders the rights of Romanik as a beneficiary of EMT.

Response No. 141:

EMT objects to the Request as calling for a legal conclusion. Specifically, EMT objects to the Request because whether Stephen's instructions to Watkins had the effect of assigning rights as beneficiary of EMT to Romanik calls for a legal conclusion under Illinois law. Subject to and without waiving the foregoing objections, EMT admits that the Assignment of Beneficial Interest assigned to Sanders any right that Romanik may have held as the beneficiary of EMT. EMT believes the beneficial interest in the Trust passed from Stephen Romanik to Sanders pursuant to Stephen's oral instructions to Watkins after Romanik declined the beneficial interest. However, in the interest of clarity and to assure that any right in the beneficial interest that

Romanik may have held passed to Sanders, Romanik and Sanders executed the Assignment of Beneficial Interest.

142. Romanik assigned the Trust assets to Sanders.

Response No. 142:

Subject to and without waiving the foregoing objections, EMT denies that Romanik assigned the Trust assets to Sanders. Rather, the Trustee assigned the assets from the EMT Trust to EMT Trust #2.

143. Romanik did not formally assign the Trust assets to Sanders until September 14, 2016.

Response No. 143:

Subject to and without waiving the foregoing objections, EMT denies that Romanik did not formally assign the Trust assets to Sanders until September 14, 2016 because Romanik never held or assigned any Trust assets. Rather, the Trustee assigned the assets from the EMT Trust to EMT Trust #2.

144. When Romanik assigned the Trust assets to Sanders, the Trust assets included the FCC licenses for the Stations.

Response No. 144:

Subject to and without waiving the foregoing objections, EMT denies that Romanik assigned any assets of the Trust.

145. Romanik selected Sanders to be EMT's beneficiary.

Response No. 145:

Section 1.246 of the Rules contemplates that a party may only serve requests for admission on another party. EMT, therefore, objects that this Request is directed to Romanik

and/or Sanders, neither of whom is a party to the above-captioned hearing proceeding.

146. EMT did not execute any documents naming Sanders as EMT's beneficiary.

Response No. 146:

EMT objects to the Request as improperly directed to EMT rather than the individual who may have executed the documents referenced in the Request. Subject to and without waiving the foregoing objections, EMT denies that it did not execute any documents naming Sanders as EMT's beneficiary. Watkins, on behalf of EMT, executed an acknowledgement of the Assignment of Beneficial Interest which named Sanders the EMT beneficiary.

147. Sanders did not become the beneficiary of EMT until September 14, 2016.

Response No. 147:

EMT objects to this Request as requiring a conclusion of law based on an application of Illinois law to the particular set of facts presented as a result of Stephen's death. Subject to and without waiving the foregoing objections, EMT cannot admit or deny this Request as framed and, therefore, denies this Request.

148. Between September 17, 2015 and September 14, 2016, Romanik oversaw the daily operations of the Stations.

Response No. 148:

EMT objects to this Request as vague and ambiguous because the term "oversaw" is undefined. Accordingly, subject to and without waiving the foregoing objections, EMT denies that Romanik "oversaw" the daily operations of the Station between September 17, 2015 and September 14, 2016. Sanders, through Insane Broadcasting's ongoing role at the Stations pursuant to the oral agreement between Stephen Romanik and Watkins (which was subsequently reduced to writing in the LPMA), administered and programmed the Stations subject to

supervision and ultimate control of the EMT trustee, Watkins.

149. Between September 17, 2015 and September 14, 2016, Romanik made any decisions concerning the employment of Station employees.

Response No. 149:

EMT objects to the Request as vague and ambiguous because the term “made any decisions” is undefined. Subject to and without waiving the foregoing objections, EMT denies that Romanik “made any decisions” concerning the employment of Station employees during the period between September 17, 2015 and September 14, 2016. Sanders, through Insane Broadcasting’s ongoing role at the Stations pursuant to the oral agreement between Stephen Romanik and Watkins (which was subsequently reduced to writing in the LPMA), provided input at the request of Watkins in employment decisions at the Stations.

150. Between September 17, 2015 and September 14, 2016, Romanik made any decisions concerning the hiring or firing of Station employees or carry out such decisions.

Response No. 150:

EMT objects to the Request as vague and ambiguous because the term “made any decisions” is undefined. Subject to and without waiving the foregoing objections, EMT denies that Romanik “made any decisions” concerning the hiring or firing of Station employees or carried out such decisions during the period between September 17, 2015 and September 14, 2016. However, EMT states that Romanik provided input at the request of Watkins in hiring and firing decisions at the Stations subject to supervision and ultimate control of the EMT trustee, Watkins.

151. Between September 17, 2015 and September 14, 2016, Romanik determined the policies governing the Stations' programming.

Response No. 151:

EMT objects to this Request as vague and ambiguous because the term “determined the policies” is undefined. Subject to and without waiving the foregoing objections, EMT denies that Romanik “determined the policies” governing the Stations’ programming during the period between September 17, 2015 and September 14, 2016.

152. Between September 17, 2015 and September 14, 2016, Romanik determined the policies governing the Stations' personnel.

Response No. 152:

EMT objects to this Request as vague and ambiguous because the term “determined the policies” is undefined. Subject to and without waiving the foregoing objections, EMT denies that Romanik “determined the policies” governing the Stations’ personnel during the period between September 17, 2015 and September 14, 2016.

153. Between September 17, 2015 and September 14, 2016, Romanik determined the policies governing the Stations' finances.

Response No. 153:

EMT objects to this Request as vague and ambiguous because the term “determined the policies” is undefined. Subject to and without waiving the foregoing objections, EMT denies that Romanik “determined the policies” governing the Stations’ finances during the period between September 17, 2015 and September 14, 2016.

154. Watkins communicated with Romanik concerning the terms of the Emmis LMA.

Response No. 154:

EMT objects to the Request because the term “communicated” is overbroad. The term is breadth is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Watkins communicated with Romanik concerning the terms of the Emmis LMA.

155. Watkins did not determine the purchase price of Station KFTK (formerly WQQX) in connection with the Emmis LMA.

Response No. 155:

EMT objects to this Request as vague and ambiguous because the term “determine” is undefined. EMT further objects that it cannot respond to the request as framed because the nature of a negotiation precludes any single person from “determining” the price involved in the transaction; therefore, to the extent that this Request suggests Watkins played no role in determining the purchase price for Station KFTK (formerly WQQX), EMT denies this Request as framed.

156. Watkins did not participate in determining the purchase price of Station KFTK (formerly WQQX) in connection with the Emmis LMA.

Response No. 156:

EMT objects to this Request as vague and ambiguous because the term “determining” is undefined. Subject to and without waiving the foregoing objections, EMT denies that Watkins

did not participate in “determining” the purchase price of Station KFTK (formerly WQQX) in connection with the Emmis LMA.

157. Romanik determined the purchase price of Station KFTK (formerly WQQX) in connection with the Emmis LMA.

Response No. 157:

EMT objects to this Request as vague and ambiguous because the term “determined” is undefined. Subject to and without waiving the foregoing objections, EMT denies that Romanik “determined” the purchase price of Station KFTK (formerly WQQX) in connection with the Emmis LMA.

158. Romanik was involved in negotiating the terms of the Emmis LMA.

Response No. 158:

EMT objects to this Request as vague and ambiguous because the term “involved” is undefined. Accordingly, subject to and without waiving the foregoing objections, EMT cannot admit or deny Request 158 as framed.

159. Romanik communicated with Emmis personnel concerning the terms of the Emmis LMA.

Response No. 159:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Section 1.246 of the Rules contemplates that a party may only serve requests for admission on another party. EMT,

therefore, further objects that this Request is directed to Romanik and Emmis, neither of whom is a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT admits that Romanik communicated with Emmis personnel concerning the terms of the Emmis LMA at the direction of Watkins for the purpose of inquiring into Emmis's interest in entering an LMA, relaying Emmis's interest to Watkins, and relaying Watkins' interest back to Emmis. The foregoing communications between Romanik and Emmis personnel arose from Watkins's scheduling unavailability to speak with Emmis personnel at a time when Emmis personnel were available.

160. Romanik met with Emmis personnel to discuss implementation of the Emmis LMA.

Response No. 160:

Section 1.246 of the Rules contemplates that a party may serve requests for admission only on another party. EMT, therefore, further objects that this Request is directed to Romanik and "Emmis personnel," none of whom are a party to the above-captioned hearing proceeding. EMT further objects to this Request as vague and ambiguous because it fails to adequately identify any particular meeting. Subject to and without waiving the foregoing objections, EMT admits that Romanik met with Emmis personnel to discuss implementation of the Emmis LMA.

161. Watkins was at the meeting with Romanik and Emmis personnel to discuss implementation of the Emmis LMA.

Response No. 161:

EMT objects to this Request as vague and ambiguous because it fails to adequately identify with particularity which specific meeting is referred to by "the meeting". Subject to and without waiving the foregoing objections, EMT admits that Watkins was at a meeting with

Romanik and Emmis personnel to discuss implementation of the Emmis LMA.

162. Watkins did not communicate with Emmis personnel regarding the purchase of a translator for Station WQQW.

Response No. 162:

Subject to and without waiving the foregoing objections, EMT denies that Watkins did not communicate with Emmis personnel regarding the purchase price of a translator for Station WQQW.

163. Watkins communicated with Romanik concerning the purchase of a translator for Station WQQW.

Response No. 163:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Watkins “communicated” with Romanik concerning the purchase of a translator for Station WQQW.

164. Romanik decided to approach Emmis about purchasing a translator for Station WQQW.

Response No. 164:

Section 1.246 of the Rules contemplates that a party may serve requests for admission only on another party. EMT, therefore, objects that this Request is directed to Romanik and “Emmis personnel,” none of whom are a party to the above-captioned hearing proceeding.

Subject to and without waiving the foregoing objections, EMT lacks sufficient knowledge or information to admit or deny this Request and, therefore, denies Request 164.

165. Romanik communicated with Emmis personnel concerning the purchase of a translator for Station WQQW.

Response No. 165:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Section 1.246 of the Rules contemplates that a party may serve requests for only admission on another party. EMT, therefore, further objects that this Request is directed to Romanik and “Emmis personnel,” none of whom are a party to the above-captioned hearing proceeding. EMT further objects that the term “concerning the purchase” is vague, overbroad, and undefined. Subject to and without waiving the foregoing objections, EMT cannot admit or deny this Request as framed and, thus, denies this Request.

166. It was Romanik’s idea for EMT to apply to construct a new FM translator, W275CS, to broadcast WQQW(AM).

Response No. 166:

Section 1.246 of the Rules contemplates that a party may only serve requests for admission on another party. EMT, therefore, objects that this Request is directed to Romanik, who is not a party to the above-captioned hearing proceeding. EMT further objects this Request as vague and ambiguous because the term “idea” is undefined. Subject to and without waiving

the foregoing objections, EMT denies this Request.

167. It was EMT's idea to apply to construct a new FM translator, W275CS, to broadcast WQQW(AM).

Response No. 167:

EMT objects this Request as vague and ambiguous because the term "idea" is undefined. Subject to and without waiving the foregoing objections, EMT denies that it was EMT's "idea" to apply to construct a new FM translator, W275CS, to rebroadcast WQQW(AM) because it was Anthony Lepore, EMT's FCC counsel, who contacted EMT to suggest such application.

168. Watkins and Romanik discussed the idea of EMT applying to construct a new FM translator, W275CS, to broadcast WQQW(AM).

Response No. 168:

EMT objects to this Request because the term "discussed" is undefined. EMT further objects to this Request because the term "discussed" as it is typically understood is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Watkins and Romanik discussed the "idea" of EMT applying to construct a new FM translator; however, EMT further states that the EMT trustee, Watkins, was the ultimate decision-maker with regard to the application for an FM translator.

169. Watkins did not communicate with Entercom personnel concerning the Emmis LMA.

Response No. 169:

Subject to and without waiving the foregoing objections, EMT cannot admit or deny Request 169.

170. Romanik communicated with Entercom personnel concerning the Emmis LMA.

Response No. 170:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Section 1.246 of the Rules contemplates that a party may only serve requests for admission on another party. EMT, therefore, further objects that this Request is directed to Romanik and “Entercom personnel,” neither of whom is a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT lacks sufficient information to admit or deny this Request and, therefore, denies the Request.

171. Romanik made the decision not to invest in the purchase of a translator for Station WQQW.

Response No. 171:

Section 1.246 of the Rules contemplates that a party may only serve requests for admission on another party. EMT, therefore, objects that this Request is directed to Romanik, who is not a party to the above-captioned hearing proceeding. EMT further objects to this

Request as vague and ambiguous because the term “made the decision” is undefined. Subject to and without waiving the foregoing objections, EMT denies that Romanik “made the decision” not to invest in the purchase of a translator for Station WQQW. Although Watkins conferred with other individuals (including Romanik) regarding whether to purchase a translator for Station WQQW, Watkins retained ultimate authority over the decision and the decision-making process.

172. Romanik has the power to sell or dispose of any assets held by EMT.

Response No. 172:

Subject to and without waiving the foregoing objections, EMT denies that Romanik has the power to sell or dispose of any assets held by EMT.

173. Romanik has the power to revoke the Trust at will.

Response No. 173:

Subject to and without waiving the foregoing objections, EMT denies that Romanik has the power to revoke the Trust at will.

174. Romanik has the power to replace EMT’s trustee at will.

Response No. 174:

Subject to and without waiving the foregoing objections, EMT denies that Romanik has the power to replace EMT’s trustee at will.

175. Sanders has the power to sell or dispose of any assets held by EMT #2.

Response No. 175:

Subject to and without waiving the foregoing objections, EMT denies that Sanders has the power to sell or dispose of any assets held by EMT #2.

176. Sanders has the power to revoke the Trust #2 at will.

Response No. 176:

Subject to and without waiving the foregoing objections, EMT denies that Sanders has the power to revoke EMT #2 at will.

177. Sanders has the power to replace EMT #2's trustee at will.

Response No. 177:

Subject to and without waiving the foregoing objections, EMT denies that Sanders has the power to replace EMT #2's trustee at will. As the beneficiary of EMT #2, Sanders may replace EMT #2's trustee, but she may only do so if the trustee resigns.

178. Watkins communicated with Romanik concerning the management of the Stations.

Response No. 178:

EMT objects to this Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. EMT further objects to this Request because the term "management of the Stations" is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT cannot admit or deny the Request as framed and, thus, denies this Request. EMT further states that Watkins and Romanik "communicated" about the Stations, but to the extent that this Request suggests or implies that Romanik exercised any control over Station "management," EMT denies this Request and states that the EMT trustee, Watkins, retained ultimate control of the Stations.

179. Watkins communicated with Romanik concerning the Stations' operations.

Response No. 179:

EMT objects to this Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. EMT further objects to this Request because the term “Stations’ operations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT cannot admit or deny the Request as framed and, thus, denies this Request. EMT further states that Watkins and Romanik “communicated” about the Stations, but to the extent that this Request suggests or implies that Romanik exercised any control over Station “operations,” EMT denies this Request and states that the EMT trustee, Watkins, retained ultimate control of the Stations.

180. Watkins communicated with Romanik concerning the Stations' finances.

Response No. 180:

EMT objects to this Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT cannot admit or deny the Request as framed and, thus, denies this Request. EMT further states that Watkins and Romanik “communicated” about the Stations, but to the extent that this Request suggests or implies that Romanik exercised any

control over the Stations' finances, EMT denies this Request and states that the EMT trustee, Watkins, retained ultimate control of the Stations.

181. Watkins communicated with Romanik concerning the Stations' personnel.

Response No. 181:

EMT objects to this Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT cannot admit or deny the Request as framed and, thus, denies this Request. EMT further states that Watkins and Romanik "communicated" about the Stations, but to the extent that this Request suggests or implies that Romanik exercised any control over the Stations' personnel, EMT denies this Request and states that the EMT trustee, Watkins, retained ultimate control of the Stations.

182. Watkins communicated with Romanik concerning the hiring or firing of Station employees.

Response No. 182:

EMT objects to this Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT cannot admit or deny the Request as framed and, thus,

denies this Request. EMT further states that Watkins and Romanik “communicated” about the Stations, but to the extent that this Request suggests or implies that Romanik exercised any control over hiring or firing Station employees, EMT denies this Request and states that the EMT trustee, Watkins, retained ultimate control of the Stations.

183. Watkins communicated with Romanik concerning the policies governing the Stations’ programming.

Response No. 183:

EMT objects to this Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Watkins has instructed Romanik about the Stations’ policies regarding indecent language and community standards, but to the extent that this Request suggests or implies that Romanik exercised any control over the Stations’ programming policies, EMT denies this Request, and states that the EMT trustee, Watkins, retained ultimate control of the Stations.

184. Watkins communicated with Romanik concerning the policies governing the Stations’ personnel.

Response No. 184:

EMT objects to this Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper

and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT cannot admit or deny the Request as framed and, thus, denies this Request. EMT further states that Watkins and Romanik “communicated” about the Stations, but to the extent that this Request suggests or implies that Romanik exercised any control over the Stations’ personnel policies, EMT denies this Request, and states that the EMT trustee, Watkins, retained ultimate control of the Stations.

185. Watkins communicated with Romanik concerning the policies governing the Stations’ finances.

Response No. 185:

EMT objects to this Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT cannot admit or deny the Request as framed and, thus, denies this Request. EMT further states that Watkins and Romanik “communicated” about the Stations, but to the extent that this Request suggests or implies that Romanik exercised any control over the Stations’ financial policies, EMT denies this Request, and states that the EMT trustee, Watkins, retained ultimate control of the Stations.

186. Neither Watkins nor any EMT trustee is precluded by written agreement or instrument from communicating with Romanik regarding the management of the Stations.

Response No. 186:

EMT objects that the term “management of the Stations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that neither Watkins nor any EMT trustee is precluded by written agreement or instrument from communicating with Romanik regarding the “management of the Stations.” However, EMT further states that any such communication does not prevent EMT from retaining ultimate control over the Stations.

187. Neither Watkins nor any EMT trustee is precluded by written agreement or instrument from communicating with Romanik regarding the operation of the Stations.

Response No. 187:

EMT objects that the term “operation of the Stations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that neither Watkins nor any EMT trustee is precluded by written agreement or instrument from communicating with Romanik regarding the “operation of the Stations.” However, EMT further states that any such communication does not prevent EMT from retaining ultimate control over the Stations.

188. Neither Watkins nor any EMT trustee was precluded by written agreement or instrument from communicating with Stephen Romanik regarding the management of the Stations.

Response No. 188:

EMT objects to that the term “management of the Stations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that neither Watkins nor any EMT trustee was precluded by written agreement or instrument from communicating with Stephen Romanik regarding the “management of the Stations.” To the contrary, communication

between Stephen Romanik and Watkins is explicitly contemplated by the LPMA, which reduced to writing the initial and continuing understandings between Watkins and Stephen Romanik, and later Sanders (as Presidents of Insane Broadcasting), regarding the role Insane Broadcasting plays in administering and programming the Stations.

189. Neither Watkins nor any EMT trustee was precluded by written agreement or instrument from communicating with Stephen Romanik regarding the operation of the Stations.

Response No. 189:

EMT objects that the term “operation of the Stations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that neither Watkins nor any EMT trustee was precluded by written agreement or instrument from communicating with Stephen Romanik regarding the “operation of the Stations.” To the contrary, communication between Stephen Romanik and Watkins is explicitly contemplated by the LPMA, which reduced to writing the initial and continuing understandings between Watkins and Stephen Romanik, and later Sanders (as Presidents of Insane Broadcasting), regarding the role Insane Broadcasting plays in administering and programming the Stations.

190. Neither Watkins nor any EMT trustee is precluded by written agreement or instrument from communicating with Sanders regarding the management of the Stations.

Response No. 190:

EMT objects that the term “management of the Stations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that neither Watkins nor any EMT trustee is precluded by written agreement or instrument from communicating with

Sanders regarding the “management of the Stations.”

191. Neither Watkins nor any EMT trustee is precluded by written agreement or instrument from communicating with Sanders regarding the operation of the Stations.

Response No. 191:

EMT objects that the term “operation of the Stations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that neither Watkins nor any EMT trustee is precluded by written agreement or instrument from communicating with Sanders regarding the “operation of the Stations.”

192. Neither Watkins nor any EMT #2 trustee is precluded by written agreement or instrument from communicating with Sanders regarding the management of the Stations.

Response No. 192:

EMT objects that the term “management of the Stations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that neither Watkins nor any EMT #2 trustee is precluded by written agreement or instrument from communicating with Sanders regarding the “management of the Stations.”

193. Neither Watkins nor any EMT #2 trustee is precluded by written agreement or instrument from communicating with Sanders regarding the operation of the Stations.

Response No. 193:

EMT objects that the term “operation of the Stations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that neither Watkins nor

any EMT #2 trustee is precluded by written agreement or instrument from communicating with Sanders regarding the “operation of the Stations.”

194. No version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Romanik regarding the Stations’ operations.

Response No. 194:

EMT objects that the term “operations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that no version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Romanik regarding the Stations’ “operations.” However, EMT further states that any such communication does not prevent EMT from retaining ultimate control over the Stations.

195. No version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Romanik regarding the management of the Stations.

Response No. 195:

EMT objects that the term “management of the Stations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that no version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Romanik regarding the “management of the Stations.” However, EMT further states that any such communications does not prevent EMT from retaining ultimate control of the Stations.

196. No version of the EMT Trust agreement prohibits Watkins or any EMT trustee from communicating with Stephen Romanik regarding the Stations’ operations.

Response No. 196:

EMT objects that the term “operations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that no version of the EMT Trust

Agreement prohibits Watkins or any EMT trustee from communicating with Stephen Romanik regarding the Stations' "operations."

197. No version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Stephen Romanik regarding the management of the Stations.

Response No. 197:

EMT objects that the term "management of the Stations" is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that no version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Stephen Romanik regarding the "management of the Stations."

198. No version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Sanders regarding the Stations' operations.

Response No. 198:

EMT objects that the term "operations" is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that no version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Sanders regarding the Stations' "operations."

199. No version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Sanders regarding the management of the Stations.

Response No. 199:

EMT objects that the term "management of the Stations" is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that no version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Sanders

regarding the “management of the Stations.”

200. No version of the EMT #2 Trust Agreement prohibits Watkins or any EMT #2 trustee from communicating with Sanders regarding the Stations’ operations.

Response No. 200:

EMT objects that the term “operations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that no version of the EMT #2 Trust Agreement prohibits Watkins or any EMT #2 trustee from communicating with Sanders regarding the Stations’ “operations.”

201. No version of the EMT #2 Trust Agreement prohibits Watkins or any EMT #2 trustee from communicating with Sanders regarding the management of the Stations.

Response No. 201:

EMT objects that the term “management of the Stations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that no version of the EMT #2 Trust Agreement prohibits Watkins or any EMT #2 trustee from communicating with Sanders regarding the “management of the Stations.”

202. No version of the EMT Trust Agreement restricts Romanik from selling or otherwise disposing of the assets held by EMT.

Response No. 202:

Subject to and without waiving the foregoing objections, EMT denies that no version of the EMT Trust Agreement restricts Romanik from selling or otherwise disposing of the assets held by EMT because the EMT trustee is the only individual who has the power to sell or otherwise dispose of the assets held by EMT.

203. No version of the EMT Trust Agreement restricts Romanik from revoking the Trust at will.

Response No. 203:

Subject to and without waiving the foregoing objections, EMT denies that no version of the EMT Trust Agreement restricts Romanik from revoking the Trust at will because EMT is an irrevocable trust.

204. No version of the EMT Trust Agreement restricts Romanik from replacing EMT's trustee at will.

Response No. 204:

Subject to and without waiving the foregoing objections, EMT denies that no version of the EMT Trust Agreement restricts Romanik from replacing EMT's trustee at will because the Trust Agreement permits replacement of the trustee only by the beneficiary upon the resignation of the trustee.

205. No version of the EMT Trust Instrument prohibits Watkins or any EMT trustee from communicating with Romanik regarding the Stations' operations.

Response No. 205:

EMT objects that the term "operations" is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that no version of the EMT Trust Instrument prohibits Watkins or any EMT trustee from communicating with Romanik regarding the Stations' "operations."

206. No version of the EMT Trust Instrument prohibits Watkins or any EMT trustee from communicating with Romanik regarding the management of the Stations.

Response No. 206:

EMT objects that the term “management of the Stations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that no version of the EMT Trust Instrument prohibits Watkins or any EMT trustee from communications with Romanik regarding the “management of the Stations.”

207. No version of the EMT Trust Instrument prohibits Watkins or any EMT trustee from communicating with Stephen Romanik regarding the Stations’ operations.

Response No. 207:

EMT objects that the term “operations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that no version of the EMT Trust Instrument prohibits Watkins or any EMT trustee from communications with Stephen Romanik regarding the Stations’ “operations.”

208. No version of the EMT Trust Instrument prohibits Watkins or any EMT trustee from communicating with Stephen Romanik regarding the Stations’ operations.

Response No. 208:

EMT objects that the term “management of the Stations” is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that no version of the EMT Trust Instrument prohibits Watkins or any EMT trustee from communicating with Stephen Romanik regarding “management of the Stations.”

209. No version of the EMT Trust Instrument restricts Romanik from selling or otherwise disposing of the any [sic] assets held by EMT.

Response No. 209:

Subject to and without waiving the foregoing objections, EMT admits that no version of the EMT Trust Instrument restricts Romanik from revoking selling or otherwise disposing of the Trust assets. However, as confirmed by the 2012 Trust Restatement, the intent of the parties was to create an irrevocable trust that prevented Romanik from selling or otherwise disposing of any assets held by EMT.

210. No version of the EMT Trust Instrument restricts Romanik from revoking the Trust at will.

Response No. 210:

Subject to and without waiving the foregoing objections, EMT admits that the EMT Trust Instrument does not explicitly restrict Romanik from revoking the Trust; however, the intent of the parties, as confirmed by the 2012 Trust Restatement, was to create an irrevocable trust.

211. No version of the EMT Trust Instrument restricts Romanik from replacing EMT's trustee at will.

Response No. 211:

Subject to and without waiving the foregoing objections, EMT admits that the EMT Trust Instrument does not explicitly restrict Romanik from replacing EMT's trustee at will. However, as confirmed by the 2012 Trust Restatement, the parties intended to create an unamendable and irrevocable trust that prevented Romanik from having any ability to replace the trustee.

212. The EMT Trust Agreement does not state that the EMT trustee shall exercise absolute control over the Stations and FCC licenses.

Response No. 212:

EMT objects to the Request as vague and overbroad because the critical term “absolute control” is undefined. To the extent that this Request seeks a determination about the EMT trustee’s authority under the EMT Trust Agreement, EMT further objects to this Request as calling for a legal conclusion. Subject to and without waiving the foregoing objections, EMT admits that the Trust Agreement does not explicitly state that the EMT trustee shall exercise absolute control over the Stations and FCC licenses. However, because the EMT Trust Agreement grants power over the Trust assets only to the trustee, the EMT Trust Agreement grants the EMT trustee exclusive control over all Trust assets, which include the Stations and FCC licenses.

213. The EMT Trust Agreement does not state that EMT shall exercise absolute control over the Stations and FCC licenses.

Response No. 213:

EMT objects to the Request as improperly framed because it suggests that EMT, rather than an individual (the EMT trustee), can exercise the controls referenced in the Request. EMT further objects to this Request as vague and overbroad because the term “absolute control” is undefined. To the extent that this Request seeks a determination about the authority of EMT (the Trust, as opposed to the trustee), EMT further objects to this Request as calling for a legal conclusion. Subject to and without waiving the foregoing objections, EMT cannot admit or deny Request 213 as framed.

214. The EMT Trust Agreement does not limit the rights of the Trust beneficiary to receiving income and principal from the Stations.

Response No. 214:

To the extent that this Request seeks a determination about the EMT beneficiary's rights under the EMT Trust Agreement, EMT objects to this Request as calling for a legal conclusion. Subject to and without waiving the foregoing objections, EMT denies the EMT Trust Agreement does not limit the rights of the Trust beneficiary to receiving income and principal from the Stations.

215. The EMT #2 Trust Agreement limits the rights of the beneficiary to receiving income and principal from the Stations.

Response No. 215:

To the extent that this Request seeks a determination about the EMT #2 beneficiary's rights under the EMT #2 Trust Agreement, EMT further objects to this Request as calling for a legal conclusion. Subject to and without waiving the foregoing objections, EMT admits the EMT #2 Trust Agreement limits the rights of the Trust beneficiary to receiving income and principal from the Stations.

216. Watkins has communicated with Sanders concerning the management of the Stations.

Response No. 216:

EMT objects to the Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful

and irrelevant information in response to such overbroad requests. EMT further objects to the term “management of the Stations” as ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that Watkins “communicated” with Sanders concerning the Stations’ administration and programming, subject to EMT’s oversight and control in compliance with the FCC’s rules, as contemplated by the LPMA.

217. Watkins has communicated with Sanders concerning the operation of the Stations.

Response No. 217:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. EMT further objects to the term “operations of the Stations” as ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that Watkins “communicated” with Sanders concerning the Stations’ administration and programming, subject to EMT’s oversight and control in compliance with the FCC’s rules, as contemplated by the LPMA.

218. Watkins communicated with Sanders concerning the Stations’ finances.

Response No. 218:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful

and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Watkins “communicated” with Sanders concerning administration of the Stations’ finances, subject to EMT’s oversight and control in compliance with the FCC’s rules, as contemplated by the LPMA.

219. Watkins communicated with Sanders concerning the Stations’ personnel.

Response No. 219:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Watkins “communicated” with Sanders concerning administration of the Stations’ personnel, subject to EMT’s oversight and control in compliance with the FCC’s rules, as contemplated by the LPMA.

220. Watkins communicated with Sanders concerning the hiring or firing of Station employees.

Response No. 220:

EMT objects to the Request because the term “communicated” is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Watkins “communicated” with Sanders

concerning hiring or firing of Station employees, subject to EMT's oversight and control in compliance with the FCC's rules, as contemplated by the LPMA.

221. Watkins communicated with Sanders concerning the policies governing the Stations' programming.

Response No. 221:

EMT objects to the Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Watkins "communicated" with Sanders concerning administration of the Stations' programming policies, subject to EMT's oversight and control in compliance with the FCC's rules, as contemplated by the LPMA.

222. Watkins communicated with Sanders concerning the policies governing the Stations' personnel.

Response No. 222:

EMT objects to the Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Watkins "communicated" with Sanders concerning administration of the Stations' personnel policies, subject to EMT's oversight and

control in compliance with the FCC's rules, as contemplated by the LPMA.

223. Watkins communicated with Sanders concerning the policies governing the Stations' finances.

Response No. 223:

EMT objects to the Request because the term "communicated" is overbroad. The term is insufficiently tailored to produce relevant information, forcing EMT to produce significant irrelevant information with its response. As noted above, such overbroad requests are improper and counterproductive to all parties in the discovery process due to the production of unhelpful and irrelevant information in response to such overbroad requests. Subject to and without waiving the foregoing objections, EMT admits that Watkins "communicated" with Sanders concerning administration of the Stations' financial policies, subject to EMT's oversight and control in compliance with the FCC's rules, as contemplated by the LPMA.

224. No version of the EMT #2 Trust Agreement restricts Sanders from selling or otherwise disposing of the any assets held by EMT #2.

Response No. 224:

Subject to and without waiving the foregoing objections, EMT denies that no version of the EMT #2 Trust Agreement restricts Sanders from selling or otherwise disposing of the assets held by EMT #2 because the EMT #2 trustee is the only individual who has the power to sell or otherwise dispose of the assets held by EMT #2.

225. No version of the EMT #2 Trust Agreement restricts Sanders from revoking EMT #2 at will.

Response No. 225:

Subject to and without waiving the foregoing objections, EMT denies that no version of

the EMT #2 Trust Agreement restricts Sanders from revoking EMT #2 at will because EMT #2 is an irrevocable trust.

226. No version of the EMT #2 Trust Agreement restricts Sanders from replacing EMT #2's trustee at will.

Response No. 226:

Subject to and without waiving the foregoing objections, EMT denies that no version of the EMT #2 Trust Agreement restricts Sanders from replacing EMT #2's trustee at will because the EMT #2 Trust Agreement permits replacement of the trustee by the beneficiary only in the specific circumstance in which no trustee is acting and no designated trustee is able and willing to act.

227. EMT does not pay the Stations' real estate tax obligations.

Response No. 227:

Subject to and without waiving the foregoing objections, EMT admits that it does not pay the Stations' real estate tax obligations.

228. EMT pays Federal income tax.

Response No. 228:

Subject to and without waiving the foregoing objections, EMT denies that it pays Federal income tax.

229. EMT pays state income tax.

Response No. 229:

Subject to and without waiving the foregoing objections, EMT denies that it pays state income tax.

230. EMT does not pay the Stations' utility expenses.

Response No. 230:

Subject to and without waiving the foregoing objections, EMT admits that it does not pay the Stations' utility expenses.

231. EMT does not pay the Stations' employee salaries.

Response No. 231:

Subject to and without waiving the foregoing objections, EMT admits that it does not pay the Stations' employee salaries.

232. EMT does not pay the Stations' insurance obligations.

Response No. 232:

Subject to and without waiving the foregoing objections, EMT admits that it does not pay the Stations' insurance obligations.

233. EMT does not pay the Stations' programming costs.

Response No. 233:

Subject to and without waiving the foregoing objections, EMT admits that it does not pay the Stations' programming costs.

234. Insane Broadcasting pays the Stations' real estate and business tax obligations.

Response No. 234:

Subject to and without waiving the foregoing objections, EMT admits that Insane Broadcasting pays the Stations' real estate and business tax obligations.

235. Insane Broadcasting pays Federal income tax.

Response No. 235:

Section 1.246 contemplates that a party may only serve requests for admission on another

party. EMT, therefore, objects that the Request is directed to Insane Broadcasting, which is not a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT lacks knowledge and information sufficient to admit or deny Request 235 and, therefore, denies this Request.

236. Insane Broadcasting pays state income tax.

Response No. 236:

Section 1.246 contemplates that a party may only serve requests for admission on another party. EMT, therefore, objects that the Request is directed to Insane Broadcasting, which is not a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT lack knowledge and information sufficient to admit or deny Request 236 and, therefore, denies this Request.

237. Insane Broadcasting pays state business tax.

Request No 237:

Section 1.246 contemplates that a party may only serve requests for admission on another party. EMT, therefore, objects that the Request is directed to Insane Broadcasting, which is not a party to the above-captioned hearing proceeding. Subject to and without waiving the foregoing objections, EMT lacks knowledge and information sufficient to admit or deny Request 237 and, therefore, denies this Request.

238. Insane Broadcasting pays the Stations' utility expenses.

Response No. 238:

Subject to and without waiving the foregoing objections, EMT admits that Insane Broadcasting pays the Stations' utility expenses.

239. Insane Broadcasting pays the Stations' employee salaries.

Response No. 239:

Subject to and without waiving the foregoing objections, EMT admits that Insane Broadcasting pays the Stations' employee salaries.

240. Insane Broadcasting pays the Stations' insurance obligations.

Response No. 240:

Subject to and without waiving the foregoing objections, EMT admits that Insane Broadcasting pays the Stations' insurance obligations.

241. Insane Broadcasting pays the Stations' programming costs.

Response No. 241:

Subject to and without waiving the foregoing objections, EMT admits that Insane Broadcasting pays the Stations' programming costs.

242. Insane Broadcasting receives the monies and/or profits from operation of the Stations.

Response No. 242:

EMT objects that the term "operation" is ambiguous and undefined. Subject to and without waiving the foregoing objections, EMT admits that Insane Broadcasting receives the monies and/or profits from "operation" of the Stations.

243. Watkins had a business relationship with Romanik before the creation of EMT.

Response No. 243:

Subject to and without waiving the foregoing objections, EMT admits that Watkins had a business relationship with Romanik before the creation of EMT.

244. Watkins had a business relationship with Romanik unrelated to EMT after the creation of EMT.

Response No. 244:

Subject to and without waiving the foregoing objections, EMT denies that Watkins had a business relationship with Romanik unrelated to EMT after the creation of EMT.

245. Watkins served as Treasurer of the Committee to Elect Bob Romanik in 2016.

Response No. 245:

Subject to and without waiving the foregoing objections, EMT admits that Watkins served as Treasurer of the Committee to Elect Bob Romanik in 2016.

246. Watkins was authorized to obtain a corporate signature card on Insane Broadcasting's checking account at Bank of America as of June 13, 2008.

Response No. 246:

EMT objects to this Request as vague and ambiguous because the term "authorized to obtain" is undefined. EMT further objects to this Request as framed because obtaining a corporate signature card is not the commonly understood method of becoming an authorized party to a checking account, which what EMT assumes the Bureau is seeking to determine in Request 246. Accordingly, subject to and without waiving the foregoing objections, EMT cannot admit or deny the Request as framed.

247. Watkins is authorized to conduct banking on Insane Broadcasting behalf.

Response No. 247:

Subject to and without waiving the foregoing objections, EMT admits Watkins is authorized to conduct banking on Insane Broadcasting's behalf.

248. Watkins conducted banking on behalf of Insane Broadcasting.

Response No. 248:

Subject to and without waiving the foregoing objections, EMT denies that Watkins conducted banking on behalf of Insane Broadcasting.

RESPECTFULLY SUBMITTED,

_____/s/_____
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CERTIFICATE OF SERVICE

I, Seth L. Williams, hereby certify that on this 31st day of July, 2019, a copy of the foregoing Response to Request for Admissions was served by email on the following:

Jeffrey Gee, Esq.
Chief, Investigations & Hearings Division
Enforcement Bureau
Federal Communications Commission
445 12th Street SW
Washington, DC 20554
Jeffrey.Gee@fcc.gov

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Courtesy copies of the foregoing were also provided by email to the following:

The Honorable Jane Hinkley Halprin
Office of Administrative Law Judges
Federal Communications Commission
445 12th Street SW
Washington, DC 20554
Jane.Halprin@fcc.gov

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/s/ Seth L. Williams

Seth L. Williams